governing.[5] Granting, however, that the administrator of the *locus delicti* may sue, this interpretation does not necessarily exclude all others. Thus courts have construed their own statutes as also allowing the domiciliary administrator to sue, although the domicile and the *locus delicti* are not coincident.[6] But if either or both of these interpretations were adopted as excluding others, it would be impossible to sue in many foreign jurisdictions. For the rule that letters of administration, granted in one state, will not be recognized elsewhere, which precludes an administrator from suing, as such, in a foreign jurisdiction, has been held to apply to an administrator suing under these statutes.[7] This seems, however, to be a wrong application of the rule. The common statute giving an action for death by wrongful act, copied after Lord Campbell's Act, creates a new cause of action, so that the administrator suing under it is not enforcing a claim which has survived to him from his intestate;[8] he is suing as trustee for named beneficiaries, and not as administrator of the deceased.[9] But whether wrongfully applied in this connection or not, this rule is doubtless the cause of frequent holdings that the administrator of the jurisdiction in which action is brought is a proper plaintiff under these statutes, even though he has not, previous to the suit, been appointed administrator, either in the jurisdiction where the injury took place or at the domicile of the deceased.[10]

In no cases to this effect, however, was the court construing its own statute; but the meaning of such decisions would seem to be at least an implied assent by the court that the statute of its own jurisdiction should receive a similar construction at the hands of foreign courts. Certainly such a construction, although it may seem somewhat forced, reaches a fair result. In the recent New York case of *Pietraroia* v. *New Jersey and Hudson River Ry. & Ferry Co.*, 42 N. Y. L. J. 2123, the court adopted this construction, while dismissing the suit on the ground that the plaintiff had been appointed administrator solely for the purpose of getting the suit into the New York courts. But this qualification seems to be merely an extension of the somewhat exceptional New York doctrine that in the absence of special circumstances jurisdiction will not be taken of a suit between foreigners as to a foreign tort.[11]

PRESCRIPTION BETWEEN STATES. — Following the maxim, *nullum tempus occurrit regi*, it is a well settled principle of common law that lapse of time does not bar the sovereign from enforcing his rights.[1] As successors

[5] Fowler *v.* Lamson, 146 Ill. 472. See 2 SUTHERLAND, STATUTORY CONSTRUCTION, 2 ed., § 319.

[6] Robertson *v.* Chicago, St. Paul, Minneapolis, & Omaha Ry. Co., 122 Wis. 66. *Contra*, Hall *v.* Southern Ry. Co., *supra*.

[7] Brooks *v.* Southern Pacific Co., 148 Fed. 986.

[8] See 15 HARV. L. REV. 854.

[9] For these reasons the foreign administrator was allowed to sue in Connor *v.* New York, New Haven, & Hartford R. R. Co., 28 R. I. 560; Boulden *v.* Pennsylvania R. R. Co., 205 Pa. St. 264; Kansas Pacific Ry. *v.* Cutter, 16 Kans. 568.

[10] Dennick *v.* Railroad Co., 103 U. S. 11; Leonard *v.* Columbia Steam Navigation Co., 84 N. Y. 48; *In re* Lowham's Estate, 30 Utah 436.

[11] Collard *v.* Beach, 93 N. Y. App. Div. 339. See 19 HARV. L. REV. 618.

[1] See ANGELL, LIMITATIONS, 6 ed., pp. 30–36; Case of Magdalen College, 11 Co. 66 b, 74 b.

to the rights of the British sovereign in America, this principle was held applicable to the federal[2] and state[3] governments. Consequently title to land belonging to the government cannot be acquired by adverse possession,[4] nor easements by prescription.[5] The true reason for the rule seems to be that the property of the public should not be lost through the negligence of its agents.[6] But obviously this is not applicable in the converse case when the government is itself seeking to establish the adverse right; accordingly it has been held that a state can acquire title by adverse possession against a private individual.[7]

Under these conditions, an interesting question arises as to the effect of a lapse of time on conflicting claims to territory by two sovereigns. As between nations, this point has of course never been adjudicated, owing to the lack of a tribunal possessing the necessary authority. The writers on international law, however, concur in the opinion that the uninterrupted occupation of territory by one nation for a long period of time should exclude the claim of every other.[8] Undoubtedly long acquiescence by two adjoining landowners as to a certain boundary will preclude either from disputing it;[9] and it is said that there are even stronger reasons for recognizing such a rule between nations, owing to the more serious consequences which their failure to reach a peaceful settlement will entail.[10] The soundness of this proposition can hardly be questioned. It has remained, however, for the formation of the United States by the federation of a number of sovereign states, to afford an opportunity for adjudication upon it by a court of law. In all disputes between the states concerning territory, the Supreme Court has recognized this rule, and has held that boundaries between them can be established by long acquiescence.[11] The usual reasons for allowing the acquisition of rights by prescription are emphasized; namely, the undesirability of resurrecting ancient claims, and the presumption that no just claim would be neglected.[12] The objection that the establishment of a boundary in this way must rest on the fiction of an im-

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[2] United States *v.* Hoar, 2 Mason 311.

[3] Stoughton *v.* Baker, 4 Mass. 527, 528; People *v.* Gilbert, 18 Johns. (N. Y.) 227; Troutman *v.* May, 33 Pa. St. 455. As to the extension of the exemption to municipalities and railway companies, see 15 HARV. L. REV. 146.

[4] Oaksmith's Lessee *v.* Johnston, 92 U. S. 343; Armstrong *v.* Morrill, 14 Wall. (U. S.) 120, 144. *Contra*, Crooker *v.* Pendleton, 23 Me. 339.

[5] Perry *v.* Eames, [1891] 1 Ch. 658; see Penn. R. Co. *v.* Freeport, 138 Pa. St. 91. But see Benest *v.* Pipon, 1 Knapp 60, 68.

[6] United States *v.* Hoar, *supra*. Another reason given is that the Crown is so occupied with the public welfare that it is unable to assert its rights within the limited time allowed to subjects. See 1 BLACKSTONE, COMMENTARIES, 247.

[7] Eldridge *v.* City of Binghamton, 120 N. Y. 309. *Cf.* 17 HARV. L. REV. 55. As to the acquisition of easements by the public, see 19 HARV. L. REV. 55. In many jurisdictions a special period is fixed by statute, within which certain claims of the government must be pressed. See People *v.* Trinity Church, 22 N. Y. 44; Nichols *v.* City of Boston, 98 Mass. 39; Goodtitle *v.* Baldwin, 11 East 488.

[8] See VATTEL, LAW OF NATIONS, Bk. II, § 149; WHEATON, INTERNATIONAL LAW, § 164; 1 OPPENHEIM, INTERNATIONAL LAW, § 243.

[9] Boyd *v.* Gaves, 4 Wheat. (U. S.) 513; Kellogg *v.* Smith, 7 Cush. (Mass.) 375. See 12 HARV. L. REV. 356. This has also been held to be true of a boundary between two towns. Chenery *v.* Waltham, 8 Cush. (Mass.) 327.

[10] See VATTEL, LAW OF NATIONS, Bk. II, § 149.

[11] Rhode Island *v.* Massachusetts, 4 How. (U. S.) 591; Louisiana *v.* Mississippi, 202 U. S. 1, 53.

[12] Rhode Island *v.* Massachusetts, *supra*.

plied grant, which would amount to a treaty between two states and therefore be unconstitutional, has not prevailed.[13]

On the authority of these precedents the Supreme Court in a recent decision has settled a dispute concerning the boundary between Maryland and West Virginia. *The State of Maryland* v. *The State of West Virginia*, U. S. Sup. Ct., Feb. 21, 1910. The facts in the principal case, however, distinguish it from the precedents which it professes to follow, as the government of Maryland had made repeated attempts to have the boundary changed so as to conform with the original grant from the Crown. Although the decision, therefore, cannot rest on the presumption of a grant arising from long acquiescence, it is nevertheless fully justified by the inconvenience which a different conclusion would have caused to private landowners, who had long made the *de facto* line a basis for conveyances of land. Furthermore it is entirely consistent with what is submitted to be the true basis for the doctrine of prescription; namely, protection to long occupation under a claim of right, rather than punishment for neglect to enforce rights.

EXPRESS CONDITIONS AGAINST SUICIDE IN LIFE INSURANCE. — In insuring a life, an underwriter may except death resulting from certain epidemics or from the hazards of certain occupations. So he may contract that he will not be liable in case of suicide; and unless contrary to a statute,[1] or too vague in its terms,[2] the stipulation will be given effect. This is true whether the life or some third person is the real party in interest.[3] The earliest form of such stipulation was an express condition that the policy was to be void in case the insured should "commit suicide."[4] Because conditions in an insurance policy are harsh in their operation and are expressed in the language of the underwriter, a person skilled in the use of technical terms, they are construed strictly against him. Accordingly, it is generally held that the word "suicide," without more, means criminal suicide, and does not include self-killing as a result of insanity.[5] Such a conclusion is most easily reached when the condition against suicide is associated with others against death by duelling and at the hands of justice; for then the maxim *noscitur a sociis* can be applied. But neither this condition nor conditions against "death by his own hand," or "suicide, sane or insane," will prevent recovery when the insured is the accidental, though negligent, cause of his own death; as, for instance, when he is killed by the accidental discharge of a gun in his own hands,[6] or by taking an overdose of medicine.[7]

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[13] See Indiana *v.* Kentucky, 136 U. S. 479, 514.

[1] Knight Templars', etc. Co. *v.* Jarman, 187 U. S. 197.

[2] Jacobs *v.* National Life Ins. Co., 1 McArthur (D. C.) 632.

[3] See Mutual Life Ins. Co. *v.* Kelly, 114 Fed. 268. Sometimes, however, the policy expressly provides that the interest of third parties shall not be affected by suicide. Solicitors', etc. Society *v.* Lamb, 2 De G., J. & S. 251.

[4] Garrett *v.* Barclay, 5 M. & G. 643 n. The policy was effected in 1812.

[5] Central, etc. Ass'n *v.* Anderson, 195 Ill. 135; Conn. Mutual, etc. Co. *v.* Akens, 150 U. S. 468. *Contra*, Cooper *v.* Mass., etc. Co., 102 Mass. 227. One who intentionally took his own life, although unable to judge between right and wrong, was held to have violated this condition in Clift *v.* Schwabe, 3 C. B. 437. But the authority of the case may well be doubted. See SUGDEN, LAW OF PROPERTY, 75.

[6] Union Mutual Life Ins. Co. *v.* Payne, 105 Fed. 172.

[7] Penfold *v.* Universal Life Ins. Co., 85 N. Y. 317.